

CORRIDOR PRESERVATION AGREEMENT

THIS CORRIDOR PRESERVATION AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as “**UDOT**”, and the **PAYSON CITY**, a municipal corporation in the State of Utah, hereinafter referred to as the “**CITY**”.

WITNESSETH:

WHEREAS, **UDOT** and the **CITY** desire to preserve and establish a traffic signal and access management plan along the Nebo Beltway (new urban arterial roadway) from the current Payson Main St (3200 W; west of I-15) to SR-198 (east of I-15); and

WHEREAS, **UDOT** and the **CITY** agree that the new urban arterial roadway, known as Nebo Beltway at the time of this agreement, may receive a different name in the future. This agreement will remain in-place without the need for an addendum based on the new name of the corridor; and

WHEREAS, the access management plan is intended to be in accordance with the **CITY**’s current Transportation Map from the Payson 2020 General Plan adopted September 2020 (Transportation Map updated September 2024), which at this time is a 2050 plan, and to be in accordance with **UDOT**’s current Access Management standards and practices; and

WHEREAS, this Agreement is now written to identify current traffic signal locations, set out the terms and conditions whereby future traffic signals may be installed, and define access management conditions along the corridor as noted above; and

WHEREAS, **UDOT** and the **CITY** desire to limit and regulate the number and location of accesses and streets intersecting with Nebo Beltway in order to facilitate optimum traffic flow and safety along the corridor; and

WHEREAS, Nebo Beltway is within **CITY** limits, and will be designated as a Limited Access facility. A Limited Access line means a line parallel or adjacent to the state highway right-of-way purchased and held with the intent to limit and control access across such lines and thereby preserve the functionality, operation, safety, and capacity of the highway system. Also referred to as line of limited access, limited access highway, limited access freeway, or limited access facilities; and

WHEREAS, this Agreement is now written to define future traffic signal locations, and access locations, to set out the terms and conditions whereby future traffic signals and right-in/right-out accesses may be installed, and to define access management conditions along the Nebo Beltway corridor.

PAYSON CITY CORPORATION

Federal ID No. 872000262

NOW THEREFORE, it is understood and agreed by and between the parties as follows:

1. The following locations are identified as proposed full access intersections with planned traffic signal installations along Nebo Beltway (see attached figures):
 - Future signalized intersection 'A' - 3200 West approximately 1730 ft west of I-15
 - Future signalized intersection 'B' - SB Interchange Ramp intersection at I-15
 - Future signalized intersection 'C' - NB Interchange Ramp intersection at I-15
 - Future signalized intersection 'D' - approximately 1520 ft east of I-15
 - Future signalized intersection 'E' - Arrowhead Trail Road approximately 3040 ft east of I-15
 - Future signalized intersection 'F' - approximately 1600 ft east of Arrowhead Trail Road
 - Future signalized intersection 'G' - approximately 3035 ft east of Arrowhead Trail Road
 - Future signalized intersection 'H' - SR-198 approximately one mile east of Arrowhead Trail Road
2. Traffic signals at any of the proposed future intersections listed above are not guaranteed to be signalized and will not be installed until warranted and approved by **UDOT**. Additional traffic signals along the corridor are not anticipated at this time. It is understood that it may be necessary to restrict certain types of traffic movements at other intersections or access points in order to maximize traffic flow and improve safety through the corridor as agreed upon by the parties hereto.

The warranting criteria is based on the United States Department of Transportation (USDOT) and the Federal Highway Administration (FHWA) publication *Manual on Uniform Traffic Control Devices* and includes vehicular volumes, pedestrian volumes, presence of a school crossing, presence of a coordinated signal system, crash experience, presence of a roadway network, and the presence of a railroad grade crossing. Engineering judgment may also be considered. Some of these criteria may not be applicable depending on the intersection location.

3. The following locations are identified as proposed additional accesses with right-in-right-out (RIRO) access only (see attached figures):
 - Access 't' - approximately 850 west of I-15
 - Access 'u' - approximately 760 ft east of I-15
 - Access 'v' - approximately 760 ft west of Arrowhead Trail Road
 - Access 'w' - approximately 825 ft east of Arrowhead Trail Road
 - Access 'x' - approximately 775 ft east of future signalized intersection 'F'
 - Access 'y' - approximately 1155 ft west of SR-198
 - Access 'z' - approximately 740 ft south of SR-198

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4. The Access Management plan for Nebo Beltway will be State Highway Access Management Standards Category “4”, with access locations as shown herein. New accesses not outlined in this agreement are subject to **UDOT’s** L/A modification permitting process and are not guaranteed approval.
5. Future requests for street or access connections shall be reviewed by the **CITY and UDOT**, and no connections will be allowed unless approved by both agencies. The **CITY and UDOT** will strive to maintain street and access spacing according to the current Access Management Standards outlined in this agreement.
6. The parties hereto shall consider the concepts contained herein in the development of any master plans in this area and shall work towards the common goal of this Agreement.
7. Modification of Agreement. No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.
8. Each party agrees to undertake and perform all further acts that are reasonably necessary to carry out the intent and purpose of the Agreement at the request of the other party.
9. The failure of either party to insist upon strict compliance of any of the terms and conditions, or failure or delay by either party to exercise any rights or remedies provided in this Agreement, or by law, will not release either party from any obligations arising under this Agreement.
10. This Agreement shall be deemed to be made under and shall be governed by the laws of the State of Utah in all respects. Each person signing this Agreement warrants that the person has full legal capacity, power and authority to execute this Agreement for and on behalf of the respective party and to bind such party. This Agreement may be executed in one or more counterparts, each of which shall be original, with the same effect as if the signatures were made upon the same instrument. This Agreement may be delivered by facsimile or electronic mail.
11. This Agreement has no termination date except if an amended agreement is executed making this Agreement void.

Corridor Preservation Along Nebo Beltway from
I-15 to SR-198

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first above written.

ATTEST:

PAYSON CITY, a municipal corporation
in the State of Utah

By: _____
Kim E. Holindrake
Title: City Recorder

By: _____
William R. Wright
Title: Mayor

Date: September 3, 2025

Date: September 3, 2025

(IMPRESS SEAL)

RECOMMENDED FOR APPROVAL: UTAH DEPARTMENT OF TRANSPORTATION

By: _____
Region Three Traffic Operations Engineer

By: _____
Region Three Director

Date: _____

Date: _____

By: _____
Region Three Planner

Date: _____

APPROVED AS TO FORM:

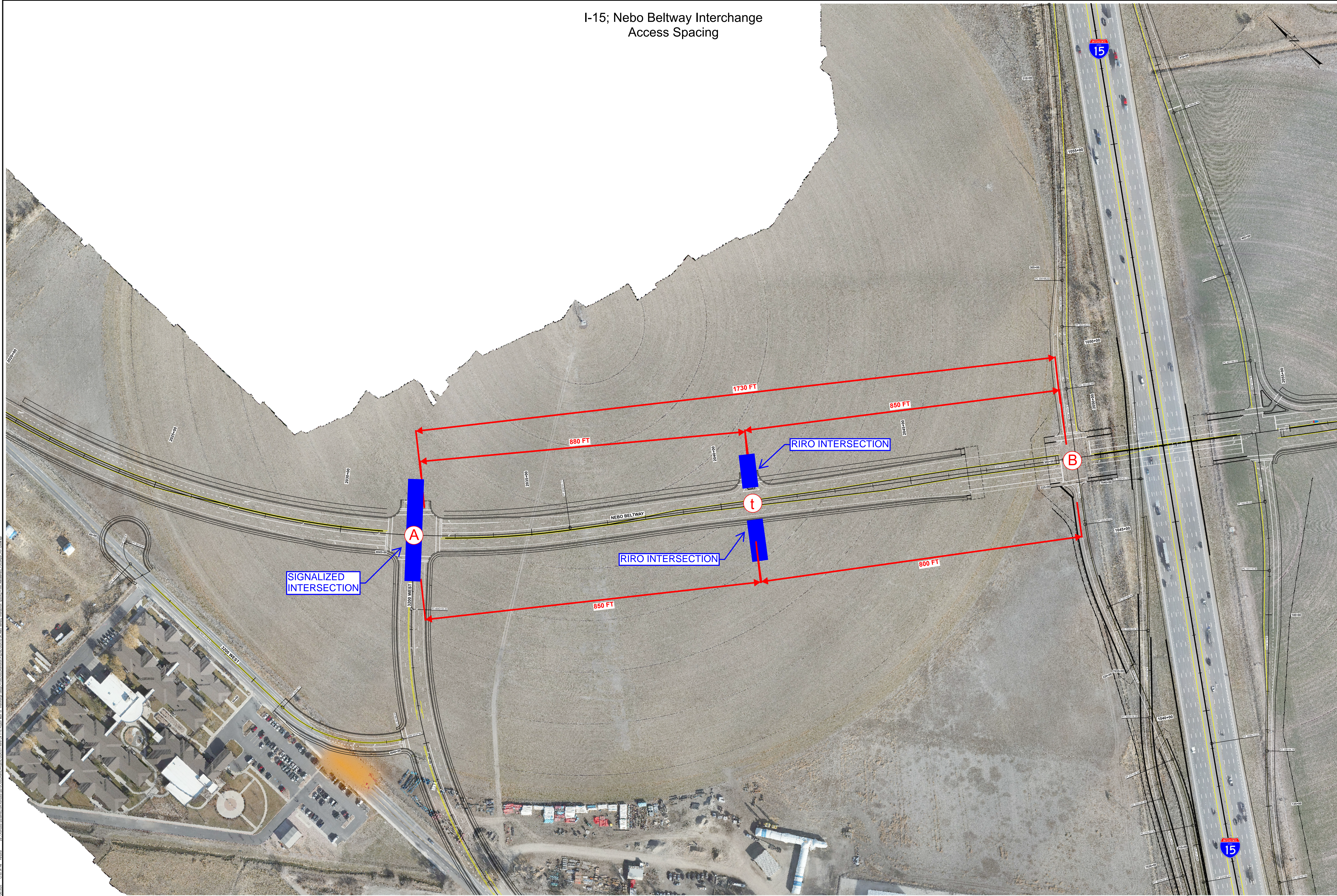
COMPTROLLER OFFICE

This Form Agreement has been previously
Approved as to form by the office of Legal
Counsel for the Utah Department of
Transportation

By: _____

Date: _____

I-15; Nebo Beltway Interchange
Access Spacing



I-15; Nebo Beltway Interchange
Access Spacing

